

REMARKS

Upon entry of this amendment, claims 1-3 and 5-39 will be pending. By this amendment, claims 1, 14, 19, 26 and 37 have been amended. No new matter has been added.

§103 Rejection of Claims 1-3 and 5-18

In Section 6 of the Office Action, claims 1-3 and 5-18 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges et al. (U.S. Publication No. 20020157002; hereinafter referred to as "Messerges") in view over Foster et al. (U.S. Publication No. 20030198351; hereinafter referred to as "Foster") and in further view over Ikeda et al. (U.S. Publication No. 20060098936; hereinafter referred to as "Ikeda").

Amended claim 1 recites a method of presenting content data, comprising:

- (a) receiving at a server device a present request indicating locked content data from a client connected to a hub network,
- (b) wherein the server device is configured to set up the hub network including adding the client and the server device to the hub network,
- (c) wherein the server device is configured to function as a client in the hub network, and
- (d) wherein said locked content data is stored on the server device connected to the hub network;
- (e) checking a license corresponding to said locked content data to determine if said license permits said client to present said locked content data,
- (f) wherein said locked content data is a bound instance if said license permits presentation of said locked content data by said client connected to the hub network,

- (g) wherein the bound instance of said locked content data and the license corresponding to said locked content data are bound to the hub network, and
- (h) wherein said locked content data is changed to a discrete instance when said locked content data is to be moved to another server device bound to another hub network,
- (i) the server device sends a disable request for the locked content data to clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance, and wherein the disable request causes the license corresponding to the locked content data to be disabled; and
- (j) presenting said locked content data through a presentation component connected to said client when said locked content data is a bound instance.

(emphasis and limitation designators added)

Regarding claim 1 generally, all of the arguments presented in the responses to the prior office actions are maintained, especially regarding limitations (b), (c), (d), (h) and (i). However, in the interest of moving the prosecution along, limitation (i) has been amended in claim 1.

Regarding limitations (h) and (i), they recite “wherein said locked content data is changed to a discrete instance when said locked content data is to be moved to another server device bound to another hub network, the server device sends a disable request for the locked content data to clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance, and wherein the disable request causes the license corresponding to the locked content data to be disabled.”

These limitations are disclosed in at least Paragraphs [0030], [0135] and [0136] of the publication of the present application (U.S. Publication No. 2004/0117619) as follows:

[0030] As discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance). However, a compliant device cannot make a usable copy of a discrete instance. A discrete instance includes locked content data and a discrete license. The locked content data of the discrete instance is referred to as the "discrete version" of the locked content data. The locked content data is locked by being protected from unauthorized access, such as by encryption. A bound instance is bound to one hub network. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. The locked content data stored by the server is the source for copies of the content data in the hub network and is the "source version." Copies of the source version content data are stored on clients and are "sub-copy versions" (though some or all of the data in the discrete version, the source version, and/or any of the sub-copy versions can be the same). A bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. Members of that hub network can make sub-copies of the content data of a bound instance.

[0135] After the server receives the discrete request, the server causes the clients of the hub network to disable sub-copy versions of the corresponding bound instance, block 2515. The server sends a disable request to each of the members of the hub network, specifying for which bound instance sub-copy versions are to be disabled. Alternatively, the server sends the disable request to members that have sub-copy versions of the bound instance (e.g., as indicated through licenses sent to the clients). The clients receiving the disable request disable all sub-copy versions corresponding to the bound instance. By disabling a sub-copy version, compliant devices will not present or play the disabled sub-copy version. In one implementation, a client disables a sub-copy version by disabling the license

for the sub-copy version. ...

[0136] After the server disables the sub-copy versions, the server disables the source version, block 2515. By disabling the source version, compliant devices will not present or play the source version. The server disables the source version similarly to the server disabling a discrete instance or a client disabling a sub-copy version, such as by disabling the root license for the bound instance.

Thus, limitations (h) and (i) state that when the locked content data is to be moved to another server device bound to another hub network, the locked content data is changed to a discrete instance, the server device sends a disable request for the locked content data to the clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance, and the disable request causes the license corresponding to the locked content data to be disabled.

The Office Action cites Ikeda, Paragraph [0389], as showing at least limitation (h). The relevant passage of Ikeda is recited here:

[0389] (P) In the case where copying processing has variations such as "move", "migrate", or "check out", it is acceptable that copying is executed based on the use conditions defined for each of the variations. "Move" is a type of copying processing which includes deletion of contents of the copy source and is used when contents are moved between a plurality of recording media.

Applicants respectfully disagree with the Examiner's characterization of how this paragraph teaches "content data is changed to a discrete instance," and that combined with Messerges and Foster shows limitation (h) of claim 1. Even using liberal interpretation of the above passage, "[m]ove" is a type of copying process which includes deletion of contents of the copy source and is used when the contents are moved between a plurality of recording media" cannot be interpreted to mean that the locked

content data is changed to a discrete instance when the locked content data is to be moved to another server device bound to another hub network, wherein a discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance).

Firstly, the Office Action alleges that “discrete instance, not defined, is interpreted as individually distinct.” However, Applicants submit that “discrete instance” has been sufficiently defined in the specification. For example, as set forth in Paragraphs [0030] (presented above) and [0111] of the publication of the present application (U.S. Publication No. 2004/0117619) as follows:

[0111] Each compliant instance of content in the hub network is in one of two exclusive states: discrete or bound. A discrete instance of content is not bound to any hub network and can be moved from one device to another, in or out of the hub network, using compliant media. A compliant device will not make a copy of a discrete instance (other than transiently in the course of presenting the content data). The discrete instance can be in various forms, such as one or more electronic files stored on compliant storage media (e.g., an optical disc), or one or more electronic files stored in storage of a compliant device (e.g., received by download through a network connection). Media storing a discrete instance of content is media network compliant media. Compliant media allows a server to modify the discrete instance as needed, such as to disable the discrete instance when binding the content to the hub network. In addition, compliant media is configured so that devices are not to be able to create a bit-by-bit copy of the data of any discrete instances stored on the compliant media. Accordingly, compliant media is or includes secure read/write storage media (e.g., a writable optical disc or read-only media with an attached or associated writable storage). In one implementation, the writable storage is remote from the media itself, such as a database. A compliant device will not create a copy of a discrete instance.

According to MPEP, Section 2111.01: “An applicant is entitled to be his or her own lexicographer and may rebut the presumption that claim terms are to be given their ordinary and customary meaning by clearly setting forth a definition of the term that is different from its ordinary and customary meaning(s). See *In re Paulsen*, 30 F.3d 1475,

1480, 31 USPQ2d 1671, 1674 (Fed. Cir. 1994) (inventor may define specific terms used to describe invention, but must do so “with reasonable clarity, deliberateness, and precision” and, if done, must “‘set out his uncommon definition in some manner within the patent disclosure’ so as to give one of ordinary skill in the art notice of the change” in meaning) (quoting *Intellicall, Inc. v. Phonometrics, Inc.*, 952 F.2d 1384, 1387-88, 21 USPQ2d 1383, 1386 (Fed. Cir. 1992)). Where an explicit definition is provided by the applicant for a term, that definition will control interpretation of the term as it is used in the claim. *Toro Co. v. White Consolidated Industries Inc.*, 199 F.3d 1295, 1301, 53 USPQ2d 1065, 1069 (Fed. Cir. 1999) (meaning of words used in a claim is not construed in a “lexicographic vacuum, but in the context of the specification and drawings”).

With this in mind, because Applicants have defined “discrete instance” in the specification as “not bound to any hub network and can be moved from one device to another, in or out of the hub network, using compliant media,” this meaning will control the interpretation of the term in the claim.

Furthermore, according to MPEP, Section 2111.01 “during examination the USPTO must give claims their broadest reasonable interpretation >in light of the specification<.” This means that the words of the claim must be given their plain meaning unless **>the plain meaning is inconsistent with< the specification. *In re Zletz*, 893 F.2d 319, 321, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989) (discussed below); *Chef America, Inc. v. Lamb-Weston, Inc.*, 358 F.3d 1371, 1372, 69 USPQ2d 1857 (Fed. Cir. 2004).”

Paragraph [0118] of the publication of the present application (U.S. Publication No. 2004/0117619) is recited here as follows:

[0118] Multiple discrete instances of the same content are treated as distinct discrete instances and are unrelated. Similarly, if multiple discrete instances of the same content are bound to a hub network each creates a distinct bound instance. In another implementation, the server recognizes when multiple discrete instances of the same content are present (e.g., through identifying information in the content or header information), and the licensing information for the instances allows the bound instances to be treated as related. For example, if multiple related instances are present, freeing one related instance need not disable locked content data for the remaining related bound instances.

Therefore, Paragraph [0118] states that a discrete instance is not necessarily distinct, as defined in the Office Action. This is at least because, as presented in the Office Action “discrete is interpreted as individually distinct.” However, because multiple discrete instances of the same content may be considered distinct, according to Paragraph [0118], each discrete instance is not individually distinct.

Secondly, Ikeda does not teach changing from a bound instance to a discrete instance, as claimed by Applicants (limitations (g)-(i)). This is because there is no teaching of any instances, bound or discrete, in Ikeda. Rather, the cited paragraph of Ikeda simply teaches “[m]ove’ is a type of copying process which includes deletion of contents of the copy source and is used when the contents are moved between a plurality of recording media.” There is no discussion of the form of the contents changing and no discussion of the recording media being compliant or on compliant devices (as required by discrete instances).

In contrast, Applicants teach at least two forms of instances, discrete and bound. These two types of instances are useful in hub networks. For example, according to Paragraph [0037] of Applicants’ specification “Compliant media operates according to the processes defined for content that can be ingested into (made bound) and freed from

(made discrete) a hub network.” Also, according to Paragraph [0111] of Applicants’ specification: “A discrete instance of content is not bound to any hub network and can be moved from one device to another, in or out of the hub network, using compliant media.”

Thirdly, neither Ikeda nor Messerges disclose or suggest a disable request sent from a server to the clients in a hub network, where the disable request causes the license corresponding to the locked content data to be disabled, as required by limitation (i). The Office Action states:

“When a ‘move’ operation is executed, such copies are required to be deleted. The result is a decrease instant or a single copy of the content. One of ordinary skill in the art would appreciate that when multiple copies, as per Messerges, are to be deleted, it is obvious to send a delete command to devices harboring the copied content. In support, Messerges teaches a domain authority, i.e., server, configured to send a delete command to a user device, i.e., sending a disable request ([0029] e.g., as applied to Ikeda et al., a delete request may readily be adapted to inform devices harboring copies to delete the copies when a ‘move’ request is initiates, as per Ikeda et al.”

Applicants submit that the paragraph cited with respect to Messerges relates to deleting domain data when a device is unregistered from the domain. This is not the same as sending out a disable request that disables the license(s) on clients in a hub network. Rather, in Applicants’ claim 1, there is no deleting of information- the license is merely disabled. Because this section of Messerges only discusses deleting domain data, Messerges fails to disclose or suggest disabling a license corresponding to the locked content data.

Furthermore, Applicants submit that with respect to Ikeda, Ikeda teaches a move operation of data from one media to another. According to Paragraph [0389] of Ikeda, discussed above, ““Move” is a type of copying processing which includes deletion of

contents of the copy source and is used when contents are moved between a plurality of recording media.” Therefore, according to Ikeda, the contents of the copy source is deleted when the contents are moved from one media to another. As noted with respect to Messerges, in Applicants’ claim 1, there is no deleting of information- the license is merely disabled. Because this section Ikeda only discusses deleting copy source contents, Ikeda fails to disclose or suggest disabling a license corresponding to the locked content data.

Accordingly, neither Messerges nor Ikeda teach or disclose limitations (g)-(i). Furthermore, it appears Foster does not add any additional teachings in regard to the missing features of Messerges or Ikeda, discussed above.

Based on the foregoing discussion, claim 1 should be allowable over the combination of Messerges, Foster, and Ikeda. Further, since independent claim 14 recites similar limitations as recited in claim 1, claim 14 should also be allowable over the combination of Messerges, Foster, and Ikeda. Since claims 2-3, 5-13, and 15-18 depend from one of claims 1 and 14, claims 2-3, 5-13, and 15-18 should also be allowable over the combination of Messerges, Foster, and Ikeda.

Accordingly, it is submitted that the rejection of claims 1-3 and 5-18 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 19-28

In Section 24 of the Office Action, claims 19-28 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges in view over Russell et al. (U.S.

Publication No. 20020069420; hereinafter referred to as "Russell"), in view of Foster, and in further view over Ikeda.

Based on the foregoing discussion regarding claim 1, and since independent claims 19 and 26 recite similar limitations as recited in claim 1, claims 19 and 26 should also be allowable over the combination of Messerges, Foster, and Ikeda. Further, Russell is merely cited for allegedly teaching "a main server containing copy of each content item". Thus, claims 19 and 26 should be allowable over the combination of Messerges, Russell, Foster, and Ikeda. Further, since claims 20-25 and 27-28 depend from claims 19 and 26, respectively, claims 20-25 and 27-28 should also be allowable over the combination of Messerges, Russell, Foster, and Ikeda.

Accordingly, it is submitted that the rejection of claims 19-28 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 29-39

In Section 35 of the Office Action, claims 29-39 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges in view over Foster, and in further view over Ikeda, in view of Russell, and in further view over Peinado et al. (U.S. Publication No. 20030217011; hereinafter referred to as "Peinado").

Based on the foregoing discussion regarding claim 19 and 26, and since independent claim 37 recites similar limitations as recited in claims 19 and 26, claim 37 should also be allowable over the combination of Messerges, Russell, Foster, and Ikeda. Further, Peinado is merely cited for allegedly teaching that "a license store may be

embodied in any other form so long as the license store performs the function of storing license in a location convenient for the DRM". Thus, claims 26 and 37 should be allowable over the combination of Messerges, Russell, Foster, Ikeda, and Peinado. Further, since claims 29-36 and 38-39 depend from claims 26 and 37, respectively, claims 29-36 and 38-39 should also be allowable over the combination of Messerges, Russell, Foster, Ikeda, and Peinado.

Accordingly, it is submitted that the rejection of claim 29-39 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

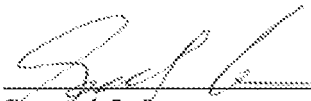
Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1-3 and 5-39 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

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